

1 THE HONORABLE RICARDO S. MARTINEZ  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
SEATTLE DIVISION

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA, ROYAL  
& SUN ALLIANCE INSURANCE  
COMPANY OF CANADA, STATE  
NATIONAL INSURANCE COMPANY,  
LIBERTY MUTUAL INSURANCE  
COMPANY, ACE AMERICAN  
INSURANCE COMPANY, SOVEREIGN  
GENERAL INSURANCE COMPANY,  
ARCH INSURANCE (UK) LIMITED, AND  
CERTAIN UNDERWRITERS AT LLOYD'S  
OF LONDON SUBSCRIBING TO POLICY  
NO.'S ENSAM1900387, ENSAM1900206,  
ENSAM1900393, AND ENSAM1900398, *as*  
*subrogees of Petrogas Energy Corp. and its*  
*related entities*, and PETROGAS ENERGY  
CORP.,

10 Case No. 2:21-cv-01670  
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**JOINT STIPULATION OF  
DISMISSAL WITH PREJUDICE**

19 Plaintiffs,

20 v.  
21 M/T LEVANT, *in rem*; AVANCE LEVANT,  
22 LTD c/o AVANCE GAS, LTD, EXMAR  
SHIP MANAGEMENT NV, ~~M/T LINDSEY~~  
~~FOSS, *in rem*, M/T GARTH FOSS, *in rem*,~~  
~~and FOSS MARITIME CO.~~

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24 Defendants.

25 M/T LEVANT, *in rem*; AVANCE LEVANT,  
26 LTD and EXMAR SHIP MANAGEMENT  
NV,

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STIPULATION AND ORDER FOR DISMISSAL WITH  
PREJUDICE:CASE NO. 2:21-CV-01670 - 1

#### Third-Party Plaintiffs.

V.

BRIAN HENSHAW, an individual,

## Third-Party Defendant

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Plaintiffs,

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA, STATE NATIONAL INSURANCE COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, ACE AMERICAN INSURANCE COMPANY, SOVEREIGN GENERAL INSURANCE COMPANY, ARCH INSURANCE (UK) LIMITED, AND CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO POLICY NO.'S ENSAM1900387, ENSAM1900206, ENSAM1900393, and ENSAM1900398, as subrogees of Petrogas Energy Corp. and its related entities, and PETROGAS ENERGY CORP. (hereinafter the "Plaintiffs"), Defendants, M/T Levant, *in rem* Avance Levant, LTD c/o Avance Gas, LTD., and Exmar Ship Management, NV (hereinafter the "Vessel Interests"), and Third-Party Defendant, Brian Henshaw ("Henshaw") (collectively, Plaintiffs, Vessel Interests, and Henshaw are referred to as "Parties" as stated herein) jointly stipulate and agree that all claims brought by Plaintiffs against the Vessels Interests in the above-captioned manner are dismissed, with prejudice, on the basis that all such claims have been fully compromised and settled, with all Parties to bear their own costs.

The Court shall retain jurisdiction of this action, specifically the Vessel Interests' third-party claim against Third-Party Defendant, Henshaw, and for purposes of enforcing the Parties' settlement agreement. This Joint Stipulation of Dismissal with Prejudice addresses only claims asserted in this action by Plaintiffs against the Vessel Interests; it does not affect the Vessel Interests' third-party claim against Third-Party Defendant, Henshaw.

**STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE: CASE NO. 2:21-CV-01670 - 2**

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2 DATED this 23<sup>rd</sup> day of February, 2023.

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RICARDO S. MARTINEZ  
UNITED STATES DISTRICT JUDGE

8 Stipulated and agreed to by:

<p><u>/s/ Christopher W. Nicoll (With Consent)</u></p> <p>Christopher W. Nicoll      Elizabeth A. Strunk  <b>Nicoll Black &amp; Feig, PLLC</b>      1325 Fourth Ave., Suite 1650      Seattle, WA 98101      T: 206-838-7555  <a href="mailto:cnicoll@nicollblack.com">cnicoll@nicollblack.com</a>  <a href="mailto:estrunk@nicollblack.com">estrunk@nicollblack.com</a></p> <p><i>Attorneys for Defendants and Third-Party Plaintiffs M/T Levant, in rem Avanc Levant, LTD c/o Avance Gas, LTD., and Exmar Ship Management, NV</i></p>	<p><u>/s/ Brandon T. Brown</u></p> <p>*Alyssa J. Endelman      *Brandon T. Brown  <b>DENENBERG TUFFLEY, PLLC</b>      * Admitted Pro Hac Vice      28411 Northwestern Hwy., Suite 600      Southfield, MI 48034      T: 248-549-3900      F: 248-593-5808  <a href="mailto:aendelman@dt-law.com">aendelman@dt-law.com</a>  <a href="mailto:bbrown@dt-law.com">bbrown@dt-law.com</a></p> <p><i>Attorneys for Plaintiffs</i></p>
<p><u>s/Thomas G. Waller (With Consent)</u></p> <p>Thomas G. Waller      Meliha Jusupovic      Donald K. McLean      Bauer Moynihan &amp; Johnson LLP      2101 Fourth Ave.      Suite 2400      Seattle, WA 98121  <a href="mailto:tgwaller@bmjlaw.com">tgwaller@bmjlaw.com</a>  <a href="mailto:dkmclean@bmjlaw.com">dkmclean@bmjlaw.com</a>  <a href="mailto:mjusupovic@bmjlaw.com">mjusupovic@bmjlaw.com</a>      (206) 443-3400</p> <p><i>Attorneys for Third Party Defendant Brian Henshaw</i></p>	<p><u>s/Adil A. Siddiki (With Consent)</u></p> <p>Adil A. Siddiki (WA Bar No. 37492)  <b>Law Office of James R. Vaughan, P.C.</b>      Phone: 206.935.8077 ext 4539      Toll Free: 1.866.833.9411 Fax:      206.935.8184      1416 NW 46th St., Ste 105-436      Seattle, WA 98107  <a href="mailto:adil@recoveryatty.com">adil@recoveryatty.com</a></p> <p><i>Attorneys for Plaintiffs</i></p>

26 STIPULATION AND ORDER FOR DISMISSAL WITH  
PREJUDICE:CASE NO. 2:21-CV-01670 - 3